

PARTICIPATING ADDENDUM

for

Master Agreement Number:	MA3695
Lead Agency:	State of Utah (NASPO ValuePoint)
Title:	Wireless Voice, Data & Accessories (2019 – 2024)

Participating Entity:	State of Nevada, Department of Administration, Purchasing Division
Address:	515 E Musser St, Ste 300
City, State, Zip Code:	Carson City, NV 89701
Contact:	Teri Becker
Phone:	775-684-0178
Email:	tbecker@admin.nv.gov

Contractor:	Geotab USA, Inc.
Address:	7180 Pollock Drive
City, State, Zip Code:	Las Vegas, NV 89119
Contact:	Neil Garrett
Phone:	702-884-8289
Email:	neilgarrett@geotab.com

WHEREAS, NRS 333.475 authorizes the Administrator to contract pursuant to solicitation for bid or proposal by other governmental entities for the purchase of supplies materials, equipment and services; and

WHEREAS, it is deemed that the supplies, materials, equipment, and services of the Contractor are both necessary and in the best interest of the State of Nevada.

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **SCOPE.** This Participating Addendum (PA) covers the supplies, materials, equipment and services included in the Master Agreement from the Lead Agency listed above, except for services requiring a contractor's license. This PA, including the Government Use of Geotab Products Additional Terms at Attachment A, is supplemental to the terms of the Master Agreement, as amended. Any conflict between the terms of the Master Agreement and the terms of this PA shall be governed by the terms of this PA. Those terms not otherwise in conflict shall continue in full force and effect.
2. **TERM.** The term of this PA shall begin on the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement, as amended, or when this PA is terminated in accordance with the Master Agreement, whichever shall occur first.
3. **PARTICIPATION.** The benefits of this PA shall be extended to the governmental entities in Nevada listed below. The State is not liable for the obligations of any non-executive branch government entity which joins or uses this or any contract resulting from this PA.
 - 3.1. **STATE EXECUTIVE BRANCH AGENCIES.** All state "Using Agencies", as defined by NRS 333.020(10), are authorized users of the contract in accordance with NRS 333.150.
 - 3.2. **LEGISLATIVE, AND JUDICIAL DEPARTMENTS AND CIVIL AIR PATROL.** Any agency, bureau, commission or officer of the Legislative Department or the Judicial Department of the Nevada State Government or the Nevada Wing of the Civil Air Patrol or any squadron thereof are authorized users of this contract in accordance with NRS 333.469.

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- 3.3. NEVADA SYSTEM OF HIGHER EDUCATION, LOCAL GOVERNMENTS AND DISTRICTS. The Nevada System of Higher Education, local governments as defined in NRS 354.474, conservation districts and irrigation districts in the State of Nevada are authorized users of this contract in accordance with NRS 333.470.

1. ADMINISTRATIVE FEE

- 1.1. Contractor shall pay a quarterly administrative fee payable to the “State of Nevada Purchasing Division.” The administrative fee is one percent (1%) and applies to all payments (net of returns, credits, or adjustments) received by the Contractor for all products and services provided under the contract during the quarter beginning the date of execution of this contract.
- 1.2. Applicable administrative fees shall not be included on the invoice as an individual line item.
- 1.3. All administrative fee payments shall include the contract number on any transmittal document. However, only one contract number must be entered on a transmittal document. If submitting an administrative fee payment for more than one contract, then a separate electronic payment and associated transmittal document must be submitted by the Contractor for each contract.
- 1.4. The State will not issue an invoice for the administrative fee owed to the State. It is the responsibility of the Contractor to pay the administrative fee with no prompting from the State. Contractor shall pay the quarterly administrative fee within forty-five (45) days of quarter end (refer to section below).

1.5. QUARTERLY REPORTS

- 1.5.1 Templates for the required quarterly reports listed below may be downloaded from the Purchasing Division website <http://purchasing.nv.gov/vendors/DBINV/>. Reports must be submitted via email to: NVQtlyReport@admin.nv.gov or other electronic method agreed to in writing by both parties.
- 1.5.2 Nevada Purchasing Division Statewide Contract Quarterly Administrative Fee Report. Contractor shall complete the Statewide Contract Quarterly Administrative Fee Report. The report shall identify total payments (minus returns and credits) received by the Contractor from state agencies, the university and community college system, the Legislative Counsel Bureau, political subdivisions, and other authorized entities that were made pursuant to the contract.
- 1.5.3 Nevada Purchasing Division Statewide Contract Quarterly Usage Report. Contractor shall complete the Statewide Contract Quarterly Usage Report to include at a minimum the data element information listed below:

Data Element	Description
Customer Name	Name of entity making the purchase—if customer has multiple locations, please use the main entity name.
Customer Type	Indicate the type of entity making the purchase: S=State Agency E=University and Community College P=Political Subdivision O=Other Entity
PO # or Other Authorization Type	Number provided by the customer to authorize the purchase. If purchase was made with a credit card enter P-Card.
Purchase Description	Description of the product or service purchased
Quantity	Quantities (excluding returns) of products delivered—enter a quantity of one (1) for a service.
Unit Price	Unit price charged (excluding credits) for the product or service purchased.
Total Cost	Total cost of the purchase—quantity delivered x unit price charged.

- 1.5.4 Fee Payment and Report Schedule. Contractor shall pay the administrative fee quarterly, if owed, and provide the Quarterly Administrative Fee & Usage Report to the Purchasing Division even if no payments are made in a quarter in accordance with the following schedule:

Period End
March 31

Report Due
May 15

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June 30
September 30
December 31

August 14
November 14
February 14

- 1.5.5 Report Modifications. The Purchasing Division reserves the right to modify the requested format and contents of the Quarterly Administrative Fee & Usage Report by providing thirty (30) calendar days written notice to the Contractor. The Purchasing Division may unilaterally amend the contract, with (30) calendar days written notice to the Contractor to change the timing for submission of the Quarterly Administrative Fee & Usage Report. Contractor understands and agree that if such an amendment is issued by the Purchasing Division, Contractor shall comply with all contractual terms, as amended.
- 1.5.6 Timely Reports and Fees. If the quarterly administrative fee is not paid and quarterly report is not received by forty-five (45) calendar days of quarter end, then the Contractor will be in material breach of this contract.
4. **ORDERS.** Any Order placed by a Participating Entity or Purchasing Entity for a Product and/or Service available from this PA shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the Order agree in writing that another contract or agreement applies to such Order. The Master Agreement number and the State Contract Number must appear on every Quote/Purchase Order placed under this Participating Addendum.
5. **REQUISITIONS.** Orders for Nevada State executive branch agencies as defined in Section 3.1 will be processed by and through the Nevada Purchasing Division and a purchase order issued. Invoices and all correspondence related to an individual order will reflect the shipping address, billing address, and number on the purchase order issued by the State. Other entities as defined in Section 3.2 and 3.3 can purchase directly and be billed by vendor.
6. **SERVICES.** All professional services and all onsite services such as installation, de-installation, training or ongoing maintenance, excluding warranty and break/fix support, requested by Nevada State executive branch agencies as defined in Section 3.1 will require the execution of a Service Agreement per NRS 333, NAC 333 and SAM 0300. Other entities as defined in Section 3.2 and 3.3 can purchase onsite services directly and be billed by vendor. Pursuant to NRS 333.480(2), Services requiring a contractor's license issued pursuant to chapter 624 of NRS are not authorized under this agreement.
7. **GOVERNING LAW.** This PA will be governed by the state laws of Nevada, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Carson City, Nevada, and the Parties consent to the jurisdiction of the federal and state courts located therein, submit to the jurisdiction thereof and waive the right to change venue. The Parties further consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding.
8. **NEVADA LAW AND STATE INDEMNITY.** Pursuant to SB 445 of the 81st Session of the Nevada Legislature, as of July 1, 2021 any contract that is entered into may not: (1) Require the filing of any action or the arbitration of any dispute that arises from the contract to be instituted or heard in another state or nation; or (2) Require the State to indemnify another party against liability for damages.
9. **ASSENT.** The parties agree that the terms and conditions listed on incorporated attachments of this PA are also specifically a part of this PA and are limited only by their respective order of precedence and any limitations specified. Any provision, term or condition of an Attachment that contradicts the terms of this PA, or that would change the obligations of the State under this PA, shall be void and unenforceable.

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10. **ENTIRE AGREEMENT.** This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all of which are excluded. There are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein. This Participating Addendum may be modified only by a written document executed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Nevada	Contractor: Geotab USA, Inc.
By: 	By: DocuSigned by:  4DBD9A22BCFD499...
Name: Kevin D. Doty	Name: Neil Cawse
Title: Administrator	Title: President and CEO
Date: 1/27/22	Date: 1/26/2022

PARTICIPATING ADDENDUM

ATTACHMENT A:
Government End Use of Geotab Products - Additional Terms

A. Exclusive Property of Geotab – Geotab in-vehicle telematics hardware, software (including, without limitation, application programming interfaces), services and other products, including updates and upgrades thereof (collectively “**Products**”) are protected by copyright and other intellectual property rights. Software and services are not sold, but only licensed or made available on a limited basis. Except for the rights granted to the government customer or ordering agency (the “**Customer**”) under the contract to which these terms are incorporated (the “**Contract**”), and notwithstanding any conflicting terms of the Contract or reference to the “sale” of Products to the Customer, all rights, title, and interest (including all copyrights, trademarks, service marks, patents, inventions, trade secrets, intellectual property rights and other proprietary rights) in and to the Products and any copies thereof (regardless of the form or media upon which such copies are recorded) are and shall remain exclusively owned by Geotab and its licensors, and Geotab has and retains the exclusive ownership to such Products and any and all materials owned or licensed to Geotab including, but not limited to, all software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Geotab under the Contract, whether incorporated in a Product or necessary to use a Product (collectively, “**Geotab Property**”). Geotab Property will be licensed to the Customer as set forth in this Contract or a Customer-approved license agreement: (i) entered into as an attachment to this Contract; (ii) obtained by the Customer from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

B. License – Geotab grants Customer a limited, revocable, non-exclusive right to use any software, firmware and intellectual property (collectively, “**software**”) embodied in Products solely for Customer’s own internal business purposes and solely in connection with Customer’s use of our or other compatible in-vehicle telematics devices, on the condition and so long as Customer complies with all terms and conditions of the Contract, including these additional terms. Except as otherwise provided herein, such rights are non-assignable, non-transferable and non-sublicensable. Customer may not extract, copy or use the software in connection with any other product or for use on any other device.

C. Restrictions - Products may contain technological measures (including the ability to disable the equipment, software, services, or other Product) designed to prevent the illegal usage of software or other violations of the Contract or applicable law or regulation (“**protective measures**”). The Customer agrees that, to the fullest extent permissible by applicable law, it shall not:

- i.remove or attempt to remove any marks, labels, or legends from Products;
- ii.circumvent or attempt to circumvent protective measures;
- iii.disclose, transfer, or transmit in any manner any services, software, or other copyrightable or licensed elements of Work whether temporarily or permanently;
- iv.modify, adapt, translate, reverse engineer, decompile, disassemble, or convert into human readable form any software elements of Products;
- v.use Products in a manner that violates laws or rights of others;
- vi.use Products as part of a fail-safe design for dangerous or emergency applications or as part of control measures required for hazardous materials, life support systems, munitions or weapons;
- vii.engage in any activity that interferes or disrupts services or any computer, software, network or other device used to provide services;
- viii.provide third parties with access to Products; and
- ix.attempt, or cause, permit, or encourage any other person to do any of the foregoing.

The Customer must comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including without limitation laws applicable to discrimination and unfair employment practices, and export control laws of the United States of America, and shall not export or re-export any Products directly or indirectly, or allow use of Products, in contravention of such laws or regulations.

D. Updates and Patches - Geotab may, from time to time, cause software updates to be automatically installed with or without prior notification to the Customer or provide updates through Geotab’s website. The Customer consents to such automatic installations and agree to use only the updated version once it has been installed.

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E. Ownership and Use of Vehicle Data - Geotab claims no ownership of any vehicle data that the Customer generates or associates using Products installed in their particular vehicles ("**Individual Vehicle Data**") and which the Customer transmits or processes using Products. The Customer agrees that, both during and after the initial term and each renewal term of the Contract:

- i. Geotab may process and transmit Individual Vehicle Data to provide, maintain, and improve its products and perform obligations under this Contract and applicable laws;
- ii. Geotab may, in furtherance of such purposes, based on certain non-position data elements in vehicle databases related to this Contract (such as vehicle VIN), and from time to time in certain jurisdictions, query databases maintained by reputable third party providers for additional information on a confidential basis;
- iii. Geotab may, in accordance with its data analytics policy (a copy of which shall be made available to the Customer upon request), compile, store and use aggregated data and system usage information to monitor and improve Geotab's products and for the creation of new products, provided that (a) aggregated data used by Geotab in this manner will no longer be associated with a device and will not be Individual Vehicle Data, and (b) Geotab will not attempt to disaggregate the data or re-associate it with a device without consent of the Customer, as applicable, or unless (1) legally compelled to do so, or (2) required for safety or troubleshooting purposes.

F. Geotab Use of Feedback - The Customer agrees that any feedback, input, suggestions, recommendations, troubleshooting information or other similar information that the Customer provides or which is made available to Geotab or Subcontractors may be used by Geotab to modify, enhance, maintain and improve its products and shall become the exclusive property of Geotab without any obligation or payment to the Customer whatsoever.

G. Security - The Customer agrees that they will be solely responsible for keeping all user identifications and passwords ("**Login Credentials**") secure, and promptly notifying Geotab if any Login Credentials have been, or are suspected to have been, compromised. Geotab will be entitled to treat all communications, instructions and transactions as authorized if Login Credentials are used, unless the Customer has notified Geotab of compromise or unauthorized use. Geotab shall have the right to terminate or suspend Login Credentials if it suspects fraudulent or unauthorized activity.

H. Safety - The Customer acknowledges and agrees that:

- i. certain vehicles and installation configurations require professional installation, additional equipment or vehicle modifications;
- ii. improper installation can lead to short circuits, damage to Products or vehicles, malfunction of vehicle systems or controls, and risks including the risk of fire and death or significant injury to persons and property;
- iii. installation of any Products ordered on a self-install basis will be at the sole risk of the Customer, mitigation of all potential hazards will be the responsibility of the Customer, and Geotab will have no liability to the Customer or any other person associated with a failure to install Products in accordance with Geotab installation documentation, applicable laws, vehicle manufacturer requirements and recommendations, and industry standards.

The Customer agrees to comply with all safety-related instructions communicated by Geotab, including removing Products from a vehicle if Geotab determines that the vehicle is not suitable for the use of Products.

I. Third Party Provider Terms - The Customer acknowledges that use of the Products includes the use of third party systems and services, including without limitation: telecommunications facilities and services, cloud storage services, mapping data services, and posted speed limit data services. Use of the Products may include the use of OEM systems and services. To the extent that provision of Products in connection with this Contract involves the use of third party systems or services, the Customer agrees to the third party terms set out at the following links, which terms are incorporated by reference into and form part of the Contract and contain license and use limitations; limitations of liability; disclaimers; choice of law, arbitration and forum selection clauses; and other important terms and conditions that affect the rights and obligations of the Customer:

- i. wireless provider terms are and will be set out at Attachment 1; and
- ii. other provider terms (including OEM, cloud storage, mapping and posted road speed provider terms) are and will be set out at Attachment 2.

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ATTACHMENT 1 – WIRELESS PROVIDER TERMS

By accepting the Geotab End User Agreement, Customer also accepts these Wireless Provider Terms which relate to the wireless services used to transmit Individual Vehicle Data from the device to our servers.

The following terms apply if you have subscribed for wireless communication services (“services”) through Geotab. “You” means Customer; “us” or “we” means Geotab. References to the “underlying carrier” refer to the provider of the wireless communication services or its reseller, in either case from whom we procure wireless communication services.

1. You acknowledge that the services provided by the underlying carrier are made available only when the Product is in operating range of the facilities of the underlying carrier. In addition, the services of the underlying carrier may be temporarily refused, interrupted, or limited at any time because of: (i) limitations to the underlying carrier facilities; (ii) transmission limitations caused by atmospheric, topographical or other factors outside of the underlying carrier's reasonable control; or (iii) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of the services provided by the underlying carrier.
2. You acknowledge that services may be temporarily suspended or permanently terminated upon little or no notice in the event that our agreement with the underlying carrier is suspended or terminated or in the event of any violation of the underlying carrier's acceptable use policy or other rules or policies.
3. You acknowledge that: (i) it is possible for third parties to monitor data traffic over the facilities of the underlying carrier and neither privacy nor security can be guaranteed; (ii) the carrier may also monitor (including tracking modem location) and control the use of the wireless services in accordance with applicable law for their own legitimate purposes. For clarity all Individual Vehicle Data and Driver Data (as those terms are defined in the Geotab End User Agreement) is encrypted while in transit over carrier networks in accordance with our [Geotab Technical and Organizational Data Security Measures Statement](#), as amended by us from time to time.
4. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOU HAVE NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING CARRIER BY VIRTUE OF THIS AGREEMENT AND THAT YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN US AND THE UNDERLYING CARRIER. IN ADDITION, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE UNDERLYING CARRIER MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION REGARDING ROAMING AVAILABILITY OR COVERAGE AND SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE. THE UNDERLYING CARRIER IS A THIRD PARTY BENEFICIARY OF THESE TERMS, AND MAY TAKE ANY EQUITABLE OR LEGAL ACTION REQUIRED TO ENFORCE SAME.
5. The SIM card supplied with the equipment may only be used in such equipment and in no other wireless device. You must not provide, sell or transfer in any manner any SIM card, whether separately or together with any device, to any individual or entity or program, reprogram, or tamper with any SIM card in any manner. You may not resell the service to any other party.
6. You may only roam incidentally to your use of the Products in your country of residence. The foregoing may not apply to services provided by certain underlying carriers.
7. You shall not publish any results of any benchmark or performance tests of the services or any components thereof.
8. The underlying carrier collects information about the approximate location of equipment in relation to its cell towers and the Global Positioning System (“GPS”). The underlying carrier uses that information, as well as other usage and performance information also obtained from its network and the equipment, to provide the services and to maintain and improve its network and the quality of the wireless experience. The underlying carrier may also use location information to create aggregate data from which your personally identifiable information has been removed or obscured. Such aggregate data may be used for a variety of purposes such as scientific and marketing research and services such as vehicle traffic volume monitoring.
9. Services may be restricted or cancelled if there is a reasonable suspicion of abuse or fraudulent use. You are solely liable for charges, costs or damages resulting from any abuse or fraud facilitated by you.

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ATTACHMENT 2 – OTHER PROVIDER TERMS

By accepting the Geotab End User Agreement, Customer also accepts these Other Provider Terms. In these terms, “we” “us” and “our” mean Geotab and “you” and “your” mean Customer. Our Products contain or function in connection with software, services and other products made or offered by companies that are not affiliated with Geotab, many of which require Geotab to pass through their terms to you and/or require you to accept their terms as a condition to your use of our Products. These Other Provider Terms contain important terms and conditions that affect your rights and obligations. Some of the providers detailed below reserve the right to amend their terms from time to time, as specified below, and by accepting such Other Provider Terms as part of the Geotab End User Agreement, you agree to accept amended versions of such Other Provider Terms. You agree that it is your responsibility to review, determine applicability and comply with the terms set forth below as well as to check for updates and changed URLs.

A. DATA STORAGE

We use more than one provider for data storage services. Currently we use a third party co-location facility in Canada to house our data storage servers, and we use Google Cloud Platform as our primary cloud data storage provider. As such, your data will be stored either on our servers at the Canadian co-location facilities or on Google’s servers in various locations. The following terms are applicable to data storage services. If you have any questions about where your Individual Vehicle Data is stored, please contact us.

Google Cloud Platform Terms

Consent. You consent to the transmission, storage, use and processing of your data by Geotab and/or Google according to this Agreement using Google’s Cloud Platform. Additionally, you consent to Google processing and storing your data anywhere Google or its agents and sub-processors maintain facilities for which Geotab has contracted, except if you are located in Europe, in which case we have made arrangements to have your data stored on Google servers in Europe. By using the services, you consent to this processing and storage of your data. Under this Agreement, Google is merely a data processor.

Google Cloud Platform Acceptable Use Policy. You agree to be bound by the Google Cloud Platform Acceptable Use Policy, available at: <https://cloud.google.com/terms/aup>. Violation of the Google Cloud Platform Acceptable Use Policy may result in immediate removal (and loss) of your data.

U.S. Government Users. The Services were developed solely at private expense and are commercial computer software and related documentation within the meaning of the applicable Federal Acquisition Regulations and their agency supplements.

B. POSTED SPEED LIMIT DATA

If you are using posted speed limit data provided by HERE, the following terms apply to you.

Copyright. The posted speed limit data (“Speed Data”) is provided for your personal, internal use only and not for resale. It is protected by copyright, and is subject to the following terms and conditions which are agreed to by you, on the one hand, and Geotab Inc. (“Geotab”, “we” or “us”) and our licensors (including their licensors and suppliers) on the other hand.

© 20XX HERE. Copyright notices for specific countries can be found at: <https://legal.here.com/terms/general-content-supplier/terms-and-notices/>. All rights reserved.

Internal Business Use Only. You agree to use this Speed Data together with our Products and services for the internal business purposes for which you were licensed, and not for service bureau, time-sharing or other similar purposes. Accordingly, but subject to the restrictions set forth in the following paragraphs, you may copy this Speed Data only as necessary for your internal business use to (i) view it, and (ii) save it, provided that you do not remove any copyright notices that appear and do not modify the Speed Data in any way. You agree not to otherwise reproduce, copy, modify, decompile, disassemble, create any derivative works of, or reverse engineer any portion of this Speed Data, and may not transfer or distribute it in any form, for any purpose, except to the extent permitted by mandatory laws.

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Restrictions. Except where you have been specifically licensed to do so by us, and without limiting the preceding paragraph, you may not (a) use this Speed Data with any products, systems, or applications installed or otherwise connected to or in communication with vehicles, capable of vehicle navigation, positioning, dispatch, real time route guidance or similar applications; or (b) with or in communication with any positioning devices or any mobile or wireless-connected electronic or computer devices, including without limitation cellular phones, palmtop and handheld computers, pagers, and personal digital assistants or PDAs.

HERE End User Terms. Except for use as part of the MyGeotab service, where you have been specifically licensed by Geotab, you agree that you are bound by the HERE End User Terms, available at: <https://legal.here.com/us-en/terms/end-user-license-agreement>.

C. GOOGLE MAPS TERMS

If you are using map data provided by Google, the following terms apply to you.

Google Universal Terms of Service. You agree to be bound by Google's Universal Terms of Service, available at: <https://www.google.com/intl/ALL/policies/terms/>.

Google Maps / Google Earth Additional Terms of Service. You agree to be bound by the Google Maps Terms, available at: https://www.google.com/help/terms_maps.html.

Google Legal Notices. You agree to be bound by Google's Legal Notices, available at: http://www.google.com/intl/en-us/help/legalnotices_maps.html.

Google Maps Acceptable Use Policy. You agree to be bound by the Google Maps Acceptable Use Policy, available at: https://www.google.com/work/earthmaps/legal/universal_aup.html.

License to Google under Privacy Policy. You agree to grant Google a license to use your data to enable Google to provide and improve the map service and treat your data in accordance with Google's Privacy Policy, available at: <http://www.google.com/privacy/privacy-policy.html>.

Export Laws. You agree to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

Prohibited Territory. You agree to refrain from using Google maps in the "Prohibited Territory", defined by Google as the countries listed at: http://www.google.com/enterprise/earthmaps/legal/us/maps_integrator_territory.html.

Consent. You agree to consent - and to obtain the consent of every driver and other person whose location can be determined with Geotab and Google services - to Geotab obtaining and caching location data, noting that such consent is revocable and that without such consent, services either cannot be provided or cannot be provided with the same functionality.

US Government Users. The Google Services were developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable U.S. civilian and military Federal acquisition regulations and any supplements thereto. If the user of the Services is an agency, department, employee, or other entity of the United States Government, under FAR 12.212 and DFARS 227.7202, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services, including technical data or manuals, is governed by the terms and conditions contained in Google's standard commercial license agreement.

Google does not accept government flow down provisions, including but not limited to, the United States Federal Acquisition Regulations (FARs) and its supplements, Defense FARs or NASA FARs. Government flow down

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provisions, if any, will be addressed with supplementary documentation and require Google's signed acceptance of any supplementary documentation.

The Universal Terms section entitled "Business uses of our Services" is replaced in its entirety with the following:

"If you are using our Services on behalf of a government entity, that entity accepts these terms. Solely to the extent permitted by applicable law, regulation, or privileges and immunities, that entity will hold harmless and indemnify Google and its affiliates, officers, agents and employees from any claim, action or proceedings arising from or related to the use of the Services or violation of these terms, including any liability or expense arising from claims, losses, damages, judgements, litigation costs and legal fees."

For city or state government entities in the United States and European Union, the Universal Terms section regarding governing law and venue will not apply.

For United States federal government entities, the Universal Terms section regarding governing law and venue is replaced in its entirety with the following:

"This Agreement will be governed by and interpreted and enforced in accordance with the laws of the United States of America without reference to conflict of laws. Solely to the extent permitted by federal law (A) the laws of the State of California (excluding California's conflict of laws rules) will apply in the absence of applicable federal law; and (B) any dispute arising out of or relating to this Agreement or the Services will be litigated exclusively in the federal courts of Santa Clara county, California, and the parties consent to personal jurisdiction in those courts."

All access or use of Google Maps/Google Earth by or for the United States federal government is subject to the "U.S. Government Restricted Rights" section in Legal Notices; set out here for convenience:

- A. This computer software is submitted with restricted rights under the Google Terms of Service, the Google Maps/Google Earth Additional Terms, and the Google Maps/Google Earth APIs Terms of Service. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice or as otherwise expressly stated in the contract.
- B. This computer software may be:
 - a. Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;
 - b. Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;
 - c. Reproduced for safekeeping (archives) or backup purposes;
 - d. Modified, adapted or combined with other computer software, provided that the modified, adapted or combined portions of the derivative software incorporating any of the delivered, restricted computer software will be subject to the same restricted rights;
 - e. Disclosed to and reproduced for use by support service Contractors or their subcontractors in accordance with paragraphs (B)(a) through (d) of this notice; and
 - f. Used or copied for use with a replacement computer.
- B. Notwithstanding the foregoing, if this computer software is copyrighted computer software, it is licensed to the Government with the minimum rights set forth in paragraph (B) of this notice.
- C. Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in, the contract.
- D. This notice will be marked on any reproduction of this computer software, in whole or in part.

D. HERE MAPS TERMS

If you are using map data provided by HERE, the following terms apply to you.

HERE End-User Terms. You understand and acknowledge that map and related data or services provided by or through HERE (the "HERE Location Platform Services"), is subject to HERE's end-user terms (designated to apply to either business or consumer end-users, as applicable), privacy policy and other end-user communications provided by HERE or as set forth at, or linked through, <http://here.com/services/terms> and "report an issue" links for purposes of reporting e.g. privacy concerns related to images (collectively, "End User Terms"), and you confirm that you accept and agree to such End User Terms.

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E. MAPBOX MAP TERMS

If you are using map data from Mapbox, the following terms apply to you.

License to Use Your Data. Limited to the purpose of hosting your content so that mapping services can be provided, you grant Mapbox a non-exclusive, worldwide, royalty-free, transferable right and license (with the right to sublicense), to use, copy, cache, publish, display, distribute, modify, create derivative works, and store such content and to allow others to do so. This right and license enables Mapbox to host and mirror your content on its distributed platform. You warrant, represent, and agree that you have the right to grant Mapbox these rights.

US Government. If you are a US Government User there are modified/additional terms that apply to you; available at: <https://www.mapbox.com/usg-tos/>.

F. VEHICLE MANUFACTURER EMBEDDED TELEMATICS DATA TERMS

If you subscribe to a data plan where Geotab is accessing data gathered by telematics systems embedded in the vehicle ("**OEM Telematics**") by the vehicle manufacturer ("**OEM**") (for a current list of participating OEMs see this [link](#)), the following terms (collectively, "**OEM Data Terms**") apply to you generally, and there may be additional applicable vehicle manufacturer-specific terms which apply and are set out below.

Terms Applicable to all OEM Telematics

1. By providing a VIN of an OEM Telematics enabled vehicle to Geotab you:
 - a. Represent and warrant that you have properly enrolled the provided VIN with the vehicle manufacturer;
 - b. Represent and warrant that you are legally entitled to activate the provided VIN with Geotab and you will provide evidence of such rights upon reasonable written request from Geotab;
 - c. Understand and agree that the OEM has certain rights to the data gathered by the OEM Telematics that depend on your agreement with the OEM and that Geotab has no influence or control over the OEM or the uses to which the OEM may put the data gathered by the OEM Telematics;
 - d. Understand and agree that the data received by Geotab from the OEM Telematics ("**OEM Telematics Data**") may be limited by factors outside of Geotab's control, for example, issues related to cellular coverage, carrier outages, carrier network service interruptions, modem deactivation and/or tampering, material failure of data supplying components on the vehicle and any actions taken by you or the OEM that alter or limit the data flow before the data is received by Geotab;
 - e. Represent and warrant that you will notify the driver and other occupants of the vehicle that OEM Telematics Data is being collected and shared with Geotab in accordance with your obligations under all applicable laws and industry best practices;
 - f. Agree to promptly inform Geotab in writing:
 - i. In the event that the vehicle is stolen, lost, or sold to a new owner; or
 - ii. If any damage occurs to the vehicle that may affect the ability to transmit OEM Telematics Data.
2. For VINs you provide to Geotab in accordance with Section 1 of these OEM Data Terms, above, Geotab will:
 - g. Receive OEM Telematics Data from the applicable OEM for the VINs provided by you;
 - h. Store, retrieve, display and generally make available to you the OEM Telematics Data;
 - i. Treat the OEM Data in accordance with the Geotab end user agreement ("EUA"), as modified by any applicable provisions of these OEM Data Terms.

2. Termination

PARTICIPATING ADDENDUM

a. Geotab may terminate further access to some or all OEM Telematics Data: (i) on 30 days written notice to you, or (ii) without notice to you in the event that circumstances become such that continuing to provide the applicable OEM Telematics Data to you would impose a commercially unreasonable burden on Geotab.

b. You may unenroll a vehicle at any time by contacting your Geotab reseller, or through such other method as Geotab may provide.

3. DISCLAIMER.

Geotab does not guarantee the quality, quantity or reliability of the OEM Telematics Data.

a. Geotab is not responsible for data security for the OEM Telematics Data before that data arrives at Geotab servers.

b. THE OEM TELEMATICS DATA IS PROVIDED "AS IS", AND GEOTAB MAKES NO ADDITIONAL WARRANTIES, GUARANTEES, REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARISING BY LAW, COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, OR OTHERWISE.

c. OTHER THAN AS EXPLICITLY PROVIDED IN THIS AGREEMENT, GEOTAB EXPLICITLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE OR THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT GEOTAB WILL CORRECT ANY SERVICE ERRORS;

d. FOR ANY BREACH OF WARRANTY CLAIM, THE EXCLUSIVE REMEDY AND GEOTAB'S ENTIRE LIABILITY FOR SUCH CLAIM SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE CLAIM OR, IF (A) GEOTAB CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, OR (B) GEOTAB COULD SUBSTANTIALLY CORRECT THE DEFICIENCY BUT THE CORRECTION OR MANNER OF CORRECTION IS NOT COMMERCIALY REASONABLE, IN GEOTAB'S DISCRETION, THEN IN EITHER INSTANCE YOU MAY TERMINATE THE DEFICIENT SERVICES AND GEOTAB WILL REFUND TO YOU THE PRE-PAID FEES FOR THE TERMINATED SERVICES, IF ANY, FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

4. Indemnity. To the fullest extent permitted by applicable law, you will indemnify Geotab, its affiliates, and their respective directors, officers, employees and agents for all expenses (including attorney fees, settlements, and judgments) incurred by Geotab in connection with all third party claims (including lawsuits, administrative claims, regulatory actions, and other proceedings) to the extent they arise from (a) your representations, performance or obligations under these OEM Data Terms, (b) your violations of any applicable law, ordinance or regulation or government authorization or orders with respect to any of the OEM Telematics Data, (c) your improper access or use of any OEM Telematics Data; (d) any claim that you violate any intellectual property rights of a third party; or (e) any claim brought by anyone utilizing your vehicle, for your failure to provide proper notice or gather consent for the use or sharing of the OEM Telematics Data.

5. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS, SAVINGS, REVENUE, OR USE, DAMAGED OR LOST FILES OR DATA, OR BUSINESS INTERRUPTION) IN CONNECTION WITH THE OEM TELEMATICS DATA OR ANY OF IT, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EVEN IF THE PARTY SOUGHT TO BE HELD LIABLE HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. GEOTAB WILL NOT BE LIABLE FOR ANY DAMAGES FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS TO YOU RELATING TO THE OEM TELEMATICS DATA OR ANY OF IT, REGARDLESS OF THE CAUSE OF ACTION OR CHARACTERIZATION OF THE DAMAGES, EXCEEDING THE AMOUNT OF FEES PAID BY YOU UNDER THIS AGREEMENT FOR THE APPLICABLE OEM TELEMATICS DURING THE ONE-YEAR PERIOD PRECEDING THE DATE OF THE CLAIM. GEOTAB WILL NOT BE LIABLE FOR ANY DAMAGES BASED ON ACTIONS OR OCCURRENCES THAT OCCURRED MORE THAN ONE YEAR BEFORE YOU PROVIDE NOTICE OF THE CLAIM. THESE LIMITATIONS OF LIABILITY ARE INDEPENDENT OF ANY EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY IN THIS AGREEMENT, AND WILL SURVIVE AND APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SPECIFIED REMEDIES.

Additional Terms Applicable to OnStar OEM Telematics Only:

PARTICIPATING ADDENDUM

1. TO THE FULLEST EXTENT PERMITTED BY LAW, ONSTAR WILL NOT BE LIABLE TO YOU, ANY END USER, OR ANY THIRD PARTY FOR ANY DAMAGES, COSTS, EXPENSES, FINES, OR OTHER AMOUNTS OR LIABILITIES ARISING OUT OF OR RELATING TO A FAILURE TO DELIVER THE ONSTAR OEM TELEMATICS SERVICES OR ANY END USER DATA, OR TO THE AVAILABILITY, QUALITY, SUITABILITY FOR SERVICE RECIPIENT'S PURPOSES OR ACCURACY OF THE REMOTE API SERVICES OR END USER DATA PROVIDED BY THOSE SERVICES.
2. Some services are only available in the continental United States, Alaska, and Hawaii. These services work using wireless communication networks and a Global Positioning System satellite network. THESE SERVICES ARE NOT AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL PARTICIPATING VEHICLES, AT ALL TIMES. The area in which a vehicle is driving may affect the services that can be provided by OnStar, and that Geotab may provide, under these OEM Data Terms. These services are unable to work unless a vehicle is located in an area where (a) OnStar has an agreement with a wireless service provider, and (b) that wireless service provider has (i) coverage, network capacity, and reception when and where the service is needed, and (ii) technology compatible with the services. Each vehicle must have a working factory installed electrical system (including adequate battery power) for the services to operate. Each vehicle must have an eligible OnStar services package for the services to operate. The services may not work if the OnStar equipment in a vehicle is not properly installed, or an end user has failed to maintain both that equipment and the vehicle in good working order (and in compliance with all government regulations).
3. Additional Restrictions on use of OnStar OEM Telematics Data. If you receive data with respect to seat belt use in a vehicle you may use it solely as part of your driver safety programs, for example, to measure success rates of your safety programs, to identify drivers that may require coaching or training or to reinforce safety policies. You may not use seat belt related OnStar OEM Telematics Data for (i) employee accident investigation, (ii) as a rationale for employee termination or suspension, (iii) monitoring seat belt use of persons in a vehicle other than the vehicle operator, or (iv) any other use not expressly permitted by these OEM Data Terms.